

**REQUEST FOR QUOTATION (FAX ON DEMAND)**Quotations will be accepted until 3:00 p.m. MST on  
October 22, 2004RFQ (FOD) NO.: VSF05-045ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1828**SOLICITATION NUMBER:** VSF05-045**SOLICITATION DUE DATE/TIME:** October 22, 2004, at 3:00 P.M. Mountain Standard Time**CONTRACT DELIVERY:** Thirty days after receipt of order**DESCRIPTION OF PROCUREMENT:** CARBONATED AND NON-CARBONATED BEVERAGES**SOLICITATION SUBMITAL:** OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-222-6687  
OR DELIVERED TO THE FOLLOWING ADDRESS.Arizona Department of Veterans' Services  
Arizona State Veterans Home  
4141 N. 3<sup>rd</sup> Street  
Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**Tammy Vogel  
Procurement Officer602-263-1828  
Telephone Number\_\_\_\_\_  
Date

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**VENDOR NOTICE - THIS IS NOT A PURCHASE ORDER**

The terms and conditions of this request should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, but exclude applicable taxes. Delivery schedule and discount for early payment shall be indicated below. **Return one original copy of the Request for Quote (RFQ) by 3:00 P.M. MST on October 22, 2004, to 4141 North Third Street, Phoenix, AZ 85012.** Please reference the Buyer's name and the RFQ number on the outside of the return envelope (not applicable to faxed responses if requested below).

**DELIVERY LOCATION:** 4141 North Third Street, Phoenix, Arizona 85012**BUYER:** Kelli Gourdoux, 602-248-1558

This is a Request for Quotation (RFQ) for:

Carbonated and Non-Carbonated Beverages

**\*\*\*THIS SECTION MUST BE COMPLETED BY VENDOR\*\*\***

The undersigned hereby offers and agrees to furnish the materials, services, or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with the state of Arizona Uniform Terms and Conditions.

As referenced by paragraph ten (10), "Payment Discount" of the "Instructions for Quotations," the price(s) quoted herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.

Delivery shall be made \_\_\_\_\_ calendar days after receipt of order      Sales Tax Percent: \_\_\_\_\_%

Company Name \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State/Zip \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

AZ Transaction (Sales) Privilege Tax License No. \_\_\_\_\_

Arizona Administrative Code R2-7-335 requires, when practical, purchases estimated to cost between \$1,000 and \$25,000 shall be restricted to small businesses. Per A.R.S. 41-1001(14), a "small business" means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than one hundred (100) employees OR which has annual gross receipts of less than four million dollars (\$4,000,000) in its last fiscal year. Please indicate whether the company meets the small business criteria by checking and initialing below.

YES \_\_\_\_\_

NO \_\_\_\_\_

INITIAL \_\_\_\_\_

Executive Order 2000-4 requires purchases estimated to cost between \$1,000 and \$25,000 shall be sought from at least one minority- or woman-owned small business. Please indicate whether the company is a woman- or minority-owned small business by checking in the appropriate area and initialing below.

MINORITY-OWNED \_\_\_\_\_

WOMAN-OWNED \_\_\_\_\_

INITIAL \_\_\_\_\_

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)**

*Your offer is hereby accepted. The Contractor is now bound to sell the materials, services, or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.*

*This Contract shall henceforth be referenced as Contract No. \_\_\_\_\_*

*AWARDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.*

\_\_\_\_\_  
Tammy Vogel, Purchasing Officer



## INSTRUCTIONS FOR QUOTATIONS

RFQ (FOD) NO.: VSF05-045

**ARIZONA DEPARTMENT  
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4141 N. 3<sup>RD</sup> STREET  
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### Uniform Instructions to Offerors and Uniform Terms and Conditions.

The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through [www.azspo.az.gov/policiesDocuments/index.htm](http://www.azspo.az.gov/policiesDocuments/index.htm) or by calling the Arizona Department of Veterans' Services (602-248-1558).

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the SPO Form 211 no later than as indicated.
2. **OPENING:** This is an informal quotation that will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **TYPE OF CONTRACT:** Firm, fixed price.
4. **SOLICITATION AMENDMENTS:** The Fax-On-Demand system is unable to determine which potential offerors will be submitting a quotation; therefore, prior to offerors submitting their quotations, the offeror may contact the contract Officer, identified on Page 1 of this solicitation document, to determine if there are any amendments.
5. **TAXES:** The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be signed upon request. Sales Tax, if any, should be indicated as a separate item.
6. **REJECTION OF QUOTES:** The State reserves the right to reject any, or all, quotes, combinations of items, or lot, and to waive defects or informalities.
7. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance that is desired. Any bid, which proposes like quality, design or performance, will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
8. **ERASURES:** The individual signing the Request for Quotation must initial erasures, interlineations or other modifications.
9. **PRICING:** Pricing shall be submitted on an all-inclusive basis and shall include freight and other charges. In case of error in the extension prices in the Vendor's Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
10. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
11. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A. R. S. Title 41, Chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.
13. **REASONS FOR CANCELLATION:** Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause to IMMEDIATE cancellation of the contract.
14. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to the security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.



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**ADDITIONAL PURCHASES:** The Arizona Department of Veterans' Services (ADVS) reserves the right to request the purchase of additional products during the term of the contract. All terms and conditions and specification of the resultant contract shall also apply to additional purchases.

**AMENDMENTS:** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.

**AMERICANS WITH DISABILITY ACT OF 1990:** The contractor shall comply with the Americans With Disability Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492, et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

**AUTHORITY TO CONTRACT:** This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:** Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

**CANCELLATION (IMMEDIATE):** This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.

**CHANGES:** The ADVS reserves the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.

### **CIVIL RIGHTS:**

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and in accordance with said Act, no person on the grounds of race, color, sex, creed, religion, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
- B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5 (PROHIBITION OF DISCRIMINATION OF STATE CONTRACT, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS), which is hereby made a part of this contract by reference. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph of said Executive Order are required for posting by the Contractor.
- C. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant because of race, color, sex, creed or national origin.
- D. In addition, Contractor agrees to comply with the Federal Immigration Reform Act, Clean Air and Water Act, and Americans with Disabilities Act and the Arizonans with Disabilities Act.



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**CONDITION OF AWARD:** By submitting an offer, the vendor understands and agrees to promote and offer to state Agencies only those products, equipment and/or services as stated in and allowed for under resultant contract(s). Violation of this condition is grounds for terminating the contract(s).

**CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilized the "Protest" provision as noted in §41-2616.

**CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

**CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for two (2) supplemental periods of up to twelve (12) months each. Maximum term of contract is sixty (36) months, not to exceed a total aggregate of \$35,000.

**CONTRACT TERMINATION:** The Arizona Department of Veterans' Services reserves the right to terminate the contract at any time, for the convenience of the State of Arizona, without penalty or recourse, by giving written notice to the contractor at least thirty (30) days prior to the effective date of such termination.

**CONTRACT TYPE:** Firm fixed price indefinite quantity.

**CURRENT PRODUCTS:** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

**DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the ADVS within seven (7) days of initial notification unless otherwise mutually agreed upon by the ADVS and the Contractor.

**DELIVERY HOURS:** The ASVH accepts deliveries Monday – Friday from 7:00 a.m. – 2:00 p.m.

**DELIVERY CHARGES:** Bid prices shall include delivery FOB to the Arizona State Veteran Home. Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The ADVS will notify the Contractor promptly of any damaged goods and shall assist the Contractor on arranging for inspection.

**DOCUMENTS:** Submission of additional terms, conditions, or agreements with the bid document may result in bid rejection.

**ELIGIBLE AGENCIES:** Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Department of Veterans' Services location.

**ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may be utilized under a resultant contract.

**EVALUATION (RFQ/FOD):** In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of thirty-five thousand dollars (\$35,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.



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**GSA CONSIDERATION:** The Contractor shall apply Government Service Agreement (GSA) pricing when applicable and advantageous to the ADVS.

**INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and cost of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury of personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnities shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

**INSURANCE:**

This Indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

**INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor".**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, Officials, agents, and employees for losses arising from work performed by



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or on behalf of the Contractor

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

Combine Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, official, agents and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"**

**3. Worker's Compensation and Employers' Liability**

Worker's Compensation

Statutory

Employers' Liability

Each Accident

\$ 500,000

Disease – Each Employee

\$ 500,000

Disease – Policy Limit

\$1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its Departments, agencies, boards, commissions, universities and its officers, Officials, agents, and employees for losses arising from work performed by Or on behalf of the Contractor.

b. This requirement shall not apply to : Separately, EACH contractor of subcontractor exempt under A.R. S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Veterans' Services 4141 North 3<sup>rd</sup> Street, Phoenix, AZ 85012, Attn: Tammy Vogel and shall be sent by certified mail, return receipt requested.

**D ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.



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All Certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by the Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **The Arizona Department of Veterans' Services, 4141 N. 3<sup>rd</sup> Street, Phoenix, AZ 85012, Attn: Tammy Vogel**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**INVOICING:** Invoices must be submitted on an all-inclusive basis. ADVS will not reimburse any item other than the all-inclusive rate multiplied by the number of goods that were provided. Invoice shall include the purchase order number.

**LICENSES:** Contractor shall maintain in current all Federal, State and Local licenses and permits for the operation of a business conducted by the contractor.

**MULTIPLE AWARDS:** To provide adequate contract coverage, multiple awards may be made.

**OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to the security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

**ORDERING INSTRUCTIONS:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service requested, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.

**PACKING SLIP:** Each shipment shall include a packing slip showing the contract number, purchase order number and the quantity shipped.

**PAYMENT:** The Arizona Department of Veterans' Services shall process all claims for prompt payment in accordance with the standard operating procedures of the State (ARS §35-341). All work shall be paid in arrears by the State.

**PERFORMANCE STANDARDS:** The State relies upon the provision of services in accordance with contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be made.

**PRICE ADJUSTMENT (AFTER 1 YEAR):** The ADVS Purchasing Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The ADVS Purchasing Office shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the first day of the month following approval.





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**PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

**PRICING:** Pricing must be submitted in an all-inclusive basis. The State will not reimburse any item other than the all-inclusive rates contained on the Price Sheet.

**PRODUCT DISCONTINUANCE AND/OR SUBSTITUTION:** The State may Award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following.

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

**PROTECTION OF STATE PROPERTY:** The Contractor shall protect his equipment from damage and shall protect state property from damage or loss arising in connection with this contract and shall be liable for any damage, injury or loss caused by his operations or those of his employees.

**PURPOSE:** Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Department of Veterans' Services located at 4141 North 3<sup>rd</sup> Street, Phoenix, AZ 85012 intends to establish a contract for the material or services listed herein in this solicitation.

**QUESTIONS:** Questions concerning this solicitation may be directed to Kelli Gourdoux, Buyer III, 602-248-1558.

**SHELF LIFE:** All beverages under this contract shall be fully guaranteed according to the manufacturers guidelines.

**SUBMISSION OF QUOTE:** Each quote shall be submitted to the location indicated on the first page of this solicitation.

**SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the offer section of the Offer and Acceptance page, SPO form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

**SUSPENSION OR DEBARMENT STATUS:** If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the bidder or offeror must include a letter with its bid offer setting forth the name and address of the government unit, the effective date of the suspension or debarment, the duration of the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The state also may exercise any other remedy available by law.

**TAX EXEMPTION:** The facility listed within this solicitation has been granted a tax exempt status. The Department will provide the awarded Contractor(s), on an annual basis, a copy of the tax exemption certificate.

**TERM OF CONTRACT (1 YEAR):** The term of the resultant contract shall commence on the date of notice of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided.

**SPECIAL TERMS & CONDITIONS****RFQ (FOD) NO.: VSF05-045****ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1828**

**WARRANTY:** All parts and material supplied under this contract shall be fully guaranteed for a minimum of 12 months. Any workmanship or material shall be fully corrected by the contractor without cost to the State.

**VENDOR REGISTRATION:** Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed For W-9 (Page 14-16) on file with the Financial Service Division. No payments shall be made until the forms are on file. For questions pertaining to this paragraph, vendors may contact Deb Ludington at (602) 351-6881.



# **CERTIFICATE OF INSURANCE**

**RFQ (FOD) NO.: VSF05-045**

**ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1828**

	<b>A</b>	
	<b>B</b>	
NAME AND ADDRESS OF INSURED	<b>C</b>	
	<b>D</b>	

This is to certify that the Policies of Insurance listed below have been issued to the insured named above for the policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	<input type="checkbox"/> CLAIMS MADE FROM RETROACTIVE DATE: _____			BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS				BI & PD COMBINED	\$	
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>						
	<input type="checkbox"/> UMBRELLA FORM				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE - POLICY LIMIT) \$ (DISEASE - EACH EMPLOYEE)		
	<b>OTHER</b>						

State of Arizona and the Department named above are added to additional insureds as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to that State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

NAME AND ADDRESS OF CERTIFICATE HOLDER

DATE ISSUED \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



## PRICE SHEET

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1828

RFQ (FOD) NO.: YSF05-045

## PRICE SHEET

Item	Brand Name	Pkg. Wt. Unit/Case	Price
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## Carbonated:

1.	Classic Coke	24/12oz Cans	_____
2.	Classic Coke-Caffeine Free	24/12oz Cans	_____
3.	Diet Coke	24/12oz Cans	_____
4.	Diet Coke-Caffeine Free	24/12oz Cans	_____
5.	Cherry Coke	24/12oz Cans	_____
6.	Diet Cherry Coke	24/12oz Cans	_____
7.	Sprite	24/12oz Cans	_____
8.	Diet Sprite	24/12oz Cans	_____
9.	Tab	24/12oz Cans	_____
10.	Fresca	24/12oz Cans	_____
11.	Grape	24/12oz Cans	_____
12.	Orange	24/12oz Cans	_____
13.	Fruit Punch	24/12oz Cans	_____
14.	Rootbeer	24/12oz Cans	_____
15.	Dr. Pepper	24/12oz Cans	_____
16.	Diet Dr. Pepper	24/12oz Cans	_____
17.	Diet Dr. Pepper-Caffeine Free	24/12oz Cans	_____
18.	Pepsi	24/12oz Cans	_____
19.	Diet Pepsi	24/12oz Cans	_____
20.	Diet Pepsi-Caffeine Free	24/12oz Cans	_____
21.	Mountain Dew	24/12oz Cans	_____
22.	Diet Mountain Dew	24/12oz Cans	_____

## Non-Carbonated:

		List Unit/Case	
1.	<u>Juice:</u>		
2.	Grape	24/12oz cans	_____
3.	Apple	24/12oz cans	_____
4.	Cranberry	24/12oz cans	_____
5.	Orange	24/12oz cans	_____
6.	Lemonade	24/12oz cans	_____
	<u>Fitness Drinks:</u>		
7.	Gatorade	24/20oz btl	_____
8.	Powerade	24/20oz btl	_____
9.	Water	24/.5 ltr btl	_____
	Flavored Water	24/.5 ltr btl	_____



## ATTACHMENT

RFQ (FOD) NO.: VSF05-045

ARIZONA DEPARTMENT  
OF VETERANS' SERVICES  
4141 N. 3<sup>RD</sup> STREET  
PHOENIX, AZ 85012  
602-263-1828

REQUEST FOR QUOTATION (FOD)  
CHECKLIST

The information listed below is supplied for the Contractor's convenience. The list identifies sections that must be completed by the Contractor and additional information that is required to be submitted with the bid.

The checklist must be returned with the bid.

**ITEM****PLEASE CHECK  
WHEN COMPLETED.**

REQUEST FOR QUOTATION (FOD)  
(Page 1)

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OFFER AND ACCEPTANCE  
(Page 2)

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INSTRUCTIONS FOR QUOTATIONS  
(Page 3)

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SPECIAL TERMS AND CONDITIONS  
(Page 4-10)

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CERTIFICATE OF INSURANCE  
(Page 11)

(UPON AWARD)

PRICE SHEET  
(Page 12)

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W9 FORM  
(Page 13-15)

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<b>DO NOT SEND TO IRS</b>	<b>STATE OF ARIZONA SUBSTITUTE W-9 FORM REQUEST FOR TAXPAYER IDENTIFICATION AND CERTIFICATION</b>	<b>DO NOT SEND TO IRS</b>
<b>*****LEGIBLY PRINT OR TYPE REQUIRED INFORMATION*****</b>		
<b>Part I</b> Taxpayer Identification Number (TIN)		
<small>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN). If you are a resident alien OR a sole proprietor OR do not have a number, see the instructions on page 2.</small>		
2	Social Security Number (SSN)	Employer Identification Number (EIN)
1	OR	9
Name (if using SSN) or Business Name (if using EIN) - as reported with Social Security Administration or IRS		
DBA, Business, Subsidiary, Trade name, Other _____ (circle one)		
Remittance Address (if different from main address)		
Name _____		
Address _____		
City, State, and ZIP code _____		
Main Address (where tax information and general correspondence is to be mailed)		
City, State, and ZIP code _____		
Contact Name _____		<b>Part II</b> For Payees Exempt From Backup Withholding (See instructions on page 2.)
Telephone number _____ Fax number _____		
<b>Check the appropriate box:</b>		
<input type="checkbox"/> (1)(E) State Employee		
<input type="checkbox"/> (2)(G) Federal Agency		
<input type="checkbox"/> (3)(G) Arizona State Agency		
<input type="checkbox"/> (4)(G) Other Government Agency		
<input type="checkbox"/> (5) Business (check one of the following)		
<input type="checkbox"/> (A) Arizona Corp.-including Non-Profit		
<input type="checkbox"/> (C) PC, PLLC, or LLC		
<input type="checkbox"/> (F) Financial Institution		
<input type="checkbox"/> (H) Benefits Provider		
<input type="checkbox"/> (M) Medical Corp.		
<input type="checkbox"/> (O) Out of State Corp.-including Non-Profit		
<input type="checkbox"/> (P) Professional Assoc.		
<input type="checkbox"/> (S) Sole Owner (using EIN)		
<input type="checkbox"/> (T) Partnership, LLP, or LTD		
<input type="checkbox"/> (U) Public Utility Co.		
<input type="checkbox"/> (6) Individual (check one of the following)		
<input type="checkbox"/> (I) U.S. Citizen/Permanent Resident		
<input type="checkbox"/> (S) Sole Owner of a Business (using SSN)		
<input type="checkbox"/> (7) Other (Non-corporate including, but not limited to conferences, trust funds, receiverships) --PLEASE BRIEFLY DESCRIBE _____		
<input type="checkbox"/> (8)(B) Board Member		
<b>Minority Business Indicator:</b> (check one of the following that best describes your business)		
<input type="checkbox"/> 01 - Small Business		
<input type="checkbox"/> 02 - Minority Owner Business		
<input type="checkbox"/> 03 - Woman Owner Business		
<input type="checkbox"/> 04 - Small Business/Minority Owner		
<input type="checkbox"/> 05 - Small Business/Minority Owner		
<input type="checkbox"/> 06 - Small Business/Woman Owner		
<input type="checkbox"/> 07 - Small Business/Disabled Owner		
<input type="checkbox"/> 08 - Minority Woman Owner Business		
<input type="checkbox"/> 09 - Disabled Minority Owner Business		
<input type="checkbox"/> 10 - Disabled Woman Owner Business		
<input type="checkbox"/> 11 - Small Business/Minority Woman Owner		
<input type="checkbox"/> 12 - Small Business/Disabled Minority Owner		
<input type="checkbox"/> 13 - Small Business/Disabled Minority Woman Owner		
<input type="checkbox"/> 00 - None of these apply		
<b>Part III Certification</b>		
<small>Under penalties of perjury, I certify that:</small>		
<small>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), AND</small>		
<small>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND</small>		
<small>3. I am a U.S. person (including a U.S. resident alien).</small>		
<small>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See instructions on page 2.)</small>		
<b>The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.</b>		
<b>Sign Here</b> _____ <b>Date</b> _____		
<b>RETURN THIS FORM AND REPORT ANY CHANGES IN THE ABOVE INFORMATION TO THE STATE AGENCY THAT YOU DO BUSINESS WITH</b>		
<b>FOR STATE AGENCY USE ONLY DO NOT WRITE BELOW THIS LINE</b>		
VENDOR # _____ MC(s) _____ (main address) MC(s) _____ (remittance address)		
<input type="checkbox"/> NEW VENDOR <input type="checkbox"/> TIN CHANGE <input type="checkbox"/> NAME CHANGE		
AGY _____ AGENCY CONTACT _____ AGENCY CONTACT PHONE # ( ) _____ EXT. _____		
APPROVED BY (PRINT) _____ (SIGNATURE) _____ Date _____		

## SUBSTITUTE W-9 INSTRUCTION SHEET

**Purpose of form.** The State of Arizona is required to file information returns with the IRS and provide correct taxpayer identification numbers (TINs) to report taxable income paid. **THE STATE WILL ISSUE FORM 1099-MISC BY JANUARY 31ST OF THE YEAR AFTER THE YEAR TAXABLE PAYMENTS OF \$600 OR MORE ARE RECEIVED. FOR MORE INFORMATION CONTACT THE STATE AGENCY FOR WHICH YOU PERFORM SERVICES FOR.**

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31 % of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payment under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$60 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

### Name and Number To Give the Requester

For this type of account:	Give name and SSN or EIN
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

Use Substitute Form W-9 if you are a U.S. person (including a resident alien), to give your correct TIN to the requester and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a **foreign person**, IRS requires you use the appropriate form(s) as follows, instead of Form W-9:

1. Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding
2. Form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States
3. Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding
4. Form W-8IMY, Certificate of Foreign Intermediary, Foreign Partnership, or Certain U.S. Branches for United States Tax Withholding
5. Form 8233, Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.

**Note:** If a requester gives you a form other than IRS Form W-9 or W-8 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form.

#### Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business trade, or "doing business as" name on the business name line.

**Other entities.** Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

#### Part I - Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

**If you do not have a TIN,** write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

#### Part II-For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate **Instructions for the Requester of Form W-9**.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, sign and date the form. If you are a nonresident alien or a foreign entity exempt from backup withholding, see page 1 for list of appropriate form(s) to submit.

#### Part III-Certification

For a joint account, only the person with the TIN in Part I should sign (when required).

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do have to sign the certification.